

NO.CL-18-6781-F

THE HOUSING AUTHORITY OF THE CITY OF LA JOYA Plaintiff	§	IN THE COUNTY COURT AT LAW
	§	
	§	
V.	§	NO. 6
	§	
MAYOR JOSE "FITO" SALINAS, JORGE BAZAN, ARNOLD OCHOA, JOHN J PENA AND JOSE LOUIS "PUMA" RODRIGUEZ Defendants	§	
	§	
	§	
	§	HIDALGO COUNTY, TEXAS

Rule 11 Agreement Dropping Hearings, Extending TRO and Settling Matter

This letter confirms the Parties' agreement:

1. Mayor Salinas shall formally remove or rescind his appointment of Jose Louis "Puma" Rodriguez with 7 days of this Agreement.
2. Mayor shall provide the LJHA all Certificates of Appointments since 2013 within 7 days of this Agreement. If Mayor Salinas cannot locate the Certificates of Appointment, he shall state that fact in writing.
3. Mayor shall appoint a tenant commissioner to the Board of Commissioners consistent with Texas Local Government Code 392.0331 as required by law within 21 days this Agreement.
4. Mayor shall request all current Commissioners to immediately complete Conflict Disclosure Statements per Texas Local Government Code 176.003 and Vendor Disclosure Reports as required by law, and provide said reports to the LJHA within 3 days of receipt. If any of the Defendants or Commissioners refuse to provide the Conflict Disclosure Statement or Vendor Disclosure Report, Mayor Salinas shall remove said Commissioner from Board.
5. Mayor Salinas shall within 21 days of this Agreement take any action necessary so that the Board contains five Commissioners including one Tenant Commissioner consistent with Texas Local Government Code 392.0331.
6. Mayor shall not appoint any future person to the Board who has a proven and

incurable conflict of interest in serving as a LJHA Commissioner.

7. All future appointees shall file Conflict Disclosure Statements per Texas Local Government Code 176.003 within 7 days of appointment or as required by law;
8. Mayor shall sign written notices rescinding his notices to Sylvia Garces- Valdez concerning removal and shall agree in writing not to remove her based on the allegation that her independent contractor consulting agreement with the City creates an employer/employee arrangement between the City and Garces- Valdez. All Commissioners, including Garces-Valdez remain subject to removal as allowed by law (except as per item 8);
9. Mayor agrees not to take any action or attempt action to control or influence the LJHA Board other than the appointment and removal of Commissioners as allowed by law.
10. Mayor agrees to take no action to manage, direct, or limit the LJHA Executive Director.
11. Nothing in this Agreement waives or diminishes any authority, right or responsibility of the Mayor as set out by statute, regulation, policy, by-law or other law.
12. Jose Louis "Puma" Rodriguez acknowledges and agrees that he was never sworn in or took an Oath and that any attempted appointment of Jose Louis "Puma" Rodriguez to the LJHA Board is null and void.
13. All Parties acknowledge that Arnold Ochoa voluntarily forfeited his right to be on the LJHA Board as of February 14, 2019.
14. All Parties agree the TRO granted on November 29, 2018 is extended until a Tenant Commissioner is appointed pursuant to term number 3.
15. In light of the settlement terms agreed to, specifically that Arnold Ochoa's appointment is rescinded; Jorge Bazan and John Pena agree that the November 29, 2018 meeting of Jorge Bazan, John Pena and Arnold Ochoa at the LJHA is void as a matter of law.
16. All Parties agree that all actions taken in violation or inconsistent with the terms of the TRO signed by Judge Garcia on November 29, 2018 are null and void.
17. After a Tenant Commissioner is appointed pursuant to term number 3 the LJHA will file a non-suit as to all Defendants and a mutual release will be signed by all Parties.

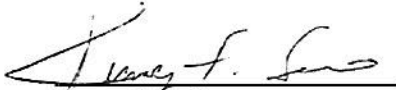
18. All Parties agree to promptly sign and return any document necessary to effectuate the terms of this settlement agreement.
19. Nothing in this Agreement shall be construed or constitute an admission of any wrongdoing.
20. All costs and fees are paid by the Party who incurred the same.

So Ordered on February ____, 2019.

Judge Albert Garcia



Tim Daniels
Texas Bar No. 05375200
Email: timdaniels@danielslawfirm.org
Caroline L. Hulett
Texas Bar No. 24069961
Email: carolinehulett@danielslawfirm.org
11120 Wurzbach Road, Suite 301
San Antonio, Texas 78230
Tel. (210) 225-4595
Fax. (210) 225-5673
Attorney for Plaintiff
The Housing Authority of the City of La Joya



Kennedy Salinas
SBN 24041850
507 N. Britton Ave.
Rio Grande City, TX 78582
kennedysalinaslaw@gmail.com
Attorney for Defendants Jorge Bazan, John Pena,
and Jose Louis Rodriguez
Tel: 956-862-1423
Fax: 956-435-0252

Marco DeLuna w/p

Marco DeLuna
SBN 24065129
5804 N. 23rd Street
McAllen, Texas 78504
marcodelunalaw@gmail.com
Attorney for Defendant Arnold Ochoa
Tel: 956-992-8870

Albert Tovar w/p

Albert Tovar
SBN 24013648
6245 West 110, Suite 1025
San Antonio, TX 78201
aet@sanchezwilson.com
Attorney for Mayor Salinas
Tel: 210-222-8899